



PATENT

Attorney Docket No. 97437

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:  
LENOSKI ET AL.

Group Art Unit: 2739

Application No. 09/519,282

Examiner: TBD

Filed: March 7, 2000

For: DISTRIBUTING FAULT INDICATIONS AND  
MAINTAINING AND USING A DATA  
STRUCTURE INDICATING FAULTS TO  
ROUTE TRAFFIC IN A PACKET  
SWITCHING SYSTEM

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REVOCATION OF FORMER POWERS OF ATTORNEY,  
NEW POWER OF ATTORNEY BY ASSIGNEES,  
STATEMENT UNDER 37 CFR 3.73(b),  
CHANGE OF ATTORNEY DOCKET NUMBER, AND GENERAL AUTHORIZATION FOR  
EXTENSION OF TIME AND CHARGING DEPOSIT ACCOUNT

**1. Revocation of Former and Assignment of New Powers of Attorney**

Enclosed herewith is a properly executed and authorized REVOCATION OF FORMER POWERS OF ATTORNEY, NEW POWER OF ATTORNEY BY JOINT ASSIGNEE OF ENTIRE INTEREST, AND STATEMENT UNDER 37 CFR 3.73(B) by both Joint Assignees Washington University and Cisco Technology, Inc., hereby .

- a. **revoking** all previous powers of attorney or authorizations of agent given in the above-identified application; and
- b. **appointing** Practitioners at Customer Number **26327** for The Law Office of Kirk D. Williams, 1234 S. OGDEN ST., Denver, CO 80210, 303-282-0151, 303-778-0748 (facsimile), including Kirk D. Williams, Reg. 42,229.

**2. Change of Attorney Docket Number**

Please change the Attorney Docket Number to: **97437**

In re LENOSKI ET AL.  
Application No. 09/519,282

**3. General authorization for extension of time**

The Commissioner is hereby generally authorized under 37 C.F.R. § 1.136(a)(3) to treat this communication or any future communication in this or any related application filed pursuant to 37 C.F.R. § 1.53 requiring an extension of time as incorporating a request therefore, and the Commissioner is hereby specifically authorized to charge Deposit Account No. 501430 for any fee that may be due in connection with such a request for an extension of time.

**4. General authorization to charge Deposit Account 501430 for Rules 16 & 17 fees**

The Commissioner is hereby authorized to charge payment of any fee due any under 37 C.F.R. §§ 1.16 and § 1.17 associated with this communication or any future communication in this or any related application filed pursuant to 37 C.F.R. § 1.53 or credit any overpayment to Deposit Account No. 501430.

Respectfully submitted,  
**The Law Office of Kirk D. Williams**

Date: April 17, 2001

By



Kirk D. Williams, Reg. No. 42,229  
One of the Attorneys for Applicants  
CUSTOMER NUMBER 26327  
The Law Office of Kirk D. Williams  
1234 S. OGDEN ST.  
Denver, CO 80210  
303-282-0151 (telephone)  
303-778-0748 (facsimile)



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**REVOCATION OF FORMER POWERS OF ATTORNEY,  
NEW POWER OF ATTORNEY BY JOINT ASSIGNEE, AND  
STATEMENT UNDER 37 CFR 3.73(b)**

Washington University, one of two joint assignees of entire interest, hereby

- a. **revokes** all previous powers of attorney or authorizations of agent given in the above-identified application; and
- b. **appoints** Practitioners at Customer Number **26327** for The Law Office of Kirk D. Williams, 1234 S. OGDEN ST., Denver, CO 80210, 303-282-0151, 303-778-0748 (facsimile), including Kirk D. Williams, Reg. 42,229.

**STATEMENT UNDER 37 CFR 3.73(b):**

Washington University, a corporation established by special act of the Missouri General Assembly approved February 22, 1853 and acts amendatory thereto, with its principal offices at One Brookings Drive, St. Louis, Missouri, 63130, states that it is one of two joint assignees of the entire right, title, and interest in the above-identified application by virtue of an assignment from the inventors of the above-identified application. The assignment was recorded in the United States Patent and Trademark Office at Reel 010671 Frame 0056.

The undersigned is authorized to act on behalf of the assignee.

Date:

4/03/01

By

Edward R. Fickensch

Edward R. Fickensch  
Director of Business Development  
Washington University

PATENT

Attorney Docket No. 97437

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LENOSKI ET AL.

Group Art Unit: 2739

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SWITCHING SYSTEM

REVOCATION OF FORMER POWERS OF ATTORNEY,  
NEW POWER OF ATTORNEY BY JOINT ASSIGNEE, AND  
STATEMENT UNDER 37 CFR 3.73(b)

Cisco Technology, Inc., one of two joint assignees of entire interest, hereby

- a. **revokes** all previous powers of attorney or authorizations of agent given in the above-identified application; and
- b. **appoints** Practitioners at Customer Number **26327** for The Law Office of Kirk D. Williams, 1234 S. OGDEN ST., Denver, CO 80210, 303-282-0151, 303-778-0748 (facsimile), including Kirk D. Williams, Reg. 42,229.

STATEMENT UNDER 37 CFR 3.73(b):

Cisco Technology, Inc. (hereinafter referred to as Assignee), a corporation of the State of California having a place of business at 170 W. Tasman Drive, San Jose, CA 95134, states that it is one of two joint assignees of the entire right, title, and interest in the above-identified application by virtue of (1) an assignment from the inventors of the above-identified application to Growth Networks, Inc., recorded in the United States Patent and Trademark Office at Reel 010671 Frame 0056; (2) an AGREEMENT OF MERGER OF CISCO SYSTEMS, INC. AND GROWTH NETWORKS, INC., a copy of the merger document is attached, and was sent for recordation to the United States Patent and Trademark Office on February 21, 2001; and (3) an assignment from Cisco Systems, Inc. to Cisco Technology, Inc., a copy of the assignment is attached, and was sent for recordation to the United States Patent and Trademark Office on April 4, 2001.

The undersigned is authorized to act on behalf of the assignee. A copy of the EXPRESS DELEGATION OF AUTHORITY is attached herewith.

Date: APR 16 2001

By



Robert Barr  
Worldwide Patent Counsel  
Cisco Systems, Inc.

A0541884

FILED  
In the office of the Secretary of State  
of the State of California

MAR 24 2000

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## AGREEMENT OF MERGER

OF

CISCO SYSTEMS, INC.

AND

GROWTH NETWORKS INC.

This Agreement of Merger is dated as of the 24th day of March, 2000 ("Merger Agreement"), between (Cisco Systems, Inc., a California corporation ("Acquiror"), and Growth Networks Inc., a California corporation ("Target").

RECITALS

A. Target was incorporated in the State of California on November 3, 1998 and immediately prior to the Effective Time of the Merger (as defined below) will have outstanding 7,065,800 shares of Common Stock ("Target Common Stock") and 8,640,878 shares of Preferred Stock ("Target Preferred Stock").

B. Acquiror and Target have entered into an Agreement and Plan of Merger and Reorganization (the "Agreement and Plan of Reorganization") providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby. This Merger Agreement and the Agreement and Plan of Reorganization are intended to be construed together to effectuate their purpose.

C. The Boards of Directors of Target and Acquiror deem it advisable and in their mutual best interests and in the best interests of the shareholders of Target, that Target be acquired by Acquiror through a merger ("Merger") of Target with and into Acquiror.

D. The Boards of Directors of Acquiror and Target and the shareholders of Target have approved the Merger.

AGREEMENTS

The parties hereto hereby agree as follows:

1. Target shall be merged with and into Acquiror, and Acquiror shall be the surviving corporation.

2. The Merger shall become effective at such time (the "Effective Time") as this Merger Agreement and the officers' certificate of Target are filed with the Secretary of State of the State of California pursuant to Section 1103 of the Corporations Code of the State of California.

3. At the Effective Time of the Merger (i) each share of Target Preferred Stock will convert into one share of Target Common Stock; (ii) all shares of Target Common Stock that are owned directly or indirectly by Target, Acquiror or any other direct or indirect wholly owned subsidiary of Target or Acquiror shall be cancelled, and no securities of Acquiror or other consideration shall be delivered in exchange therefor; and (iii) each of the issued and outstanding shares of Target Common Stock (other than shares, if any, held by persons who have not voted such shares for approval of the Merger and with respect to which such persons shall become entitled to exercise dissenters' rights in accordance with the Corporations Code of the State of California ("California Law"), referred to hereinafter as "Dissenting Shares") shall be converted automatically into and exchanged for 0.3492 of a share of Acquiror Common Stock; provided, however, that no more than 5,650,000 shares of Common Stock of Acquiror shall be issued in such exchange (including Acquiror Common Stock reserved for issuance upon exercise of Target options and Target warrants assumed by Acquiror). Those shares of Acquiror Common Stock to be issued as a result of the Merger are referred to herein as the "Acquiror Shares".

4. Any Dissenting Shares shall not be converted into Acquiror Common Stock but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to California Law. If after the Effective Time any Dissenting Shares shall lose their status as Dissenting Shares, then as of the occurrence of the event which causes the loss of such status, such shares shall be converted into Acquiror Common Stock in accordance with Section 3.

5. Notwithstanding any other term or provision hereof, no fractional shares of Acquiror Common Stock shall be issued, but in lieu thereof each holder of shares of Target Common Stock who would otherwise, but for rounding as provided herein, be entitled to receive a fraction of a share of Acquiror Common Stock shall receive from Acquiror an amount of cash equal to the per share market value of Acquiror Common Stock (deemed to be \$58.5219) multiplied by the fraction of a share of Acquiror Common Stock to which such holder would otherwise be entitled. The fractional share interests of each Target shareholder shall be aggregated, so that no Target shareholder shall receive cash in an amount greater than the value of one full share of Acquiror Common Stock.

6. The conversion of Target Common Stock into Acquiror Common Stock and Target Preferred Stock into Target Common Stock as provided by this Merger Agreement shall occur automatically at the Effective Time of the Merger without action by the holders thereof. Each holder of Target Common Stock and Target Preferred Stock shall thereupon be entitled to receive shares of Acquiror Common Stock in accordance with the Agreement and Plan of Reorganization.

7. At the Effective Time of the Merger, the separate existence of Target shall cease, and Acquiror shall succeed, without other transfer, to all of the rights and

Agreement shall occur automatically at the Effective Time of the Merger without action by the holders thereof. Each holder of Target Common Stock and Target Preferred Stock shall thereupon be entitled to receive shares of Acquiror Common Stock in accordance with the Agreement and Plan of Reorganization.

7. At the Effective Time of the Merger, the separate existence of Target shall cease, and Acquiror shall succeed, without other transfer, to all of the rights and properties of Target and shall be subject to all the debts and liabilities thereof in the same manner as if Acquiror had itself incurred them. All rights of creditors and all liens upon the property of each corporation shall be preserved unimpaired, provided that such liens upon property of Target shall be limited to the property affected thereby immediately prior to the Effective Time of the Merger.

8. This Merger Agreement is intended as a plan of reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

9. (a) The Amended and Restated Articles of Incorporation of Acquiror in effect immediately prior to the Effective Time shall be the Amended and Restated Articles of Incorporation of the Surviving Corporation unless and until thereafter amended.

(b) The Bylaws of Acquiror in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation unless and until amended or repealed as provided by applicable law, the Articles of Incorporation of the Surviving Corporation and such Bylaws.

(c) The directors and officers of Acquiror immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation.

10. (a) Notwithstanding the approval of this Merger Agreement by the shareholders of Target, this Merger Agreement shall terminate forthwith in the event that the Agreement and Plan of Reorganization shall be terminated as therein provided.

(b) In the event of the termination of this Merger Agreement as provided above, this Merger Agreement shall forthwith become void and there shall be no liability on the part of Target or Acquiror or their respective officers or directors, except as otherwise provided in the Agreement and Plan of Reorganization.

(c) This Merger Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(d) This Merger Agreement may be amended by the parties hereto any time before or after approval hereof by the shareholders of Target, but, after such approval, no amendments shall be made which by law require the further approval of such shareholders without obtaining such approval. This Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

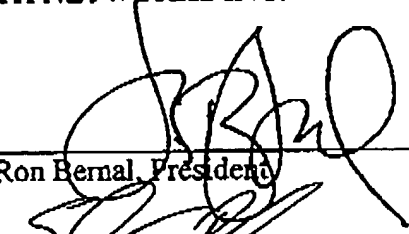
IN WITNESS WHEREOF, the parties have executed this Merger Agreement as of the date first written above.

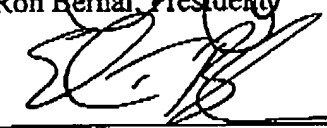
CISCO SYSTEMS, INC.

By: \_\_\_\_\_  
John T. Chambers, President

By: \_\_\_\_\_  
Larry R. Carter, Secretary

GROWTH NETWORKS INC.

By:  \_\_\_\_\_  
Ron Bernal, President

By:  \_\_\_\_\_  
Elias Blawie, Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]



IN WITNESS WHEREOF, the parties have executed this Merger Agreement as of the date first written above.

CISCO SYSTEMS, INC.

By:


  
John T. Chambers, President

By:

  
Larry R. Carter, Secretary

GROWTH NETWORKS INC.

By:

  
Ron Bernal, President

By:

  
Elias Blawie, Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

OFFICERS' CERTIFICATE  
OF  
TARGET

Ronald D. Bernal, President, and Elias J. Blawie, Secretary, of Growth Networks Inc., a corporation duly organized and existing under the laws of the State of California (the "Corporation"), do hereby certify:

1. They are the duly elected, acting and qualified President and Secretary, respectively, of the Corporation.
2. There are two authorized classes of shares, consisting of 25,000,000 shares of Common Stock, par value \$0.001 per share, and 8,878,040 shares of Preferred Stock, par value \$0.001 per share. On the record date for the vote on the Agreement of Merger, there were 7,076,800 shares of Common Stock, 5,298,540 shares of Series A Preferred Stock and 3,250,000 shares of Series B Preferred Stock outstanding and entitled to vote on the Agreement of Merger in the form attached.
3. The Agreement of Merger in the form attached was duly approved by the Board of Directors of the Corporation in accordance with the Corporations Code of the State of California.
4. Approval of the Agreement of Merger by the holders of at least a majority of the Preferred Stock and a majority of the Common Stock was required. The percentage of the outstanding shares of each class of the Corporation's shares entitled to vote on the Agreement of Merger which voted to approve the Agreement of Merger equaled or exceeded the vote required.



## PATENT APPLICATION(S) ASSIGNMENT

This PATENT APPLICATION(S) ASSIGNMENT (the "Assignment") is entered into as of March 24, 2000 by CISCO SYSTEMS, INC., a California corporation ("Cisco").

WHEREAS, Cisco and CISCO TECHNOLOGY, INC., a California corporation ("CTI"), have entered into an Asset Transfer Agreement, executed on March 24, 2000, pursuant to which Cisco has agreed to, among other things, assign certain of its patents to CTI.

NOW, THEREFORE, for good and valuable consideration, Cisco agrees as follows:

### Article I CISCO PATENTS

"Cisco Patents" shall mean the filed U.S. patent applications and patent applications for which serial numbers have not yet been issued listed on Schedule 1, as well as any reexaminations, extensions and reissues thereof and any divisionals, continuations and continuation-in-parts thereof and any other applications or patents that claim priority from such applications, including, without limitation, any foreign applications or patents corresponding thereto.

### Article II ASSIGNMENT

Cisco assigns, transfers and conveys to CTI all of Cisco's rights, title and interest throughout the world in and to the Cisco Patents, and all rights, claims and privileges pertaining to the Cisco Patents, including rights to the underlying inventions and the right to sue and recover for past, present and future damages.

IN WITNESS WHEREOF, Cisco has caused this Assignment of Cisco Patents to be entered into as of the Effective Date.

**CISCO SYSTEMS, INC.**

By: 

Name: Larry Carter

Title: Senior Vice President and Chief  
Financial Officer

**SCHEDULE 1  
TO THE PATENT APPLICATION(S) ASSIGNMENT**

**UNITED STATES PATENT APPLICATIONS**

| Filing Date | Serial Number | Title   | Inventor(s)                                  |
|-------------|---------------|---|--|
| 3/7/2000    | 09/519,715    | Method and Apparatus for Distributing Packets Across Multiple Paths Leading to a Destination  | Dittia, Fingerhut, Lenoski                   |
| 3/7/2000    | 09/521,278    | Method and Apparatus for Accumulating and Distributing Flow Control Information Via Broadcast and Piggyback Messages in a Packet Switching System | Dittia, Eatherton, Fingerhut, Galles, Turner |
| 3/7/2000    | 09/520,688    | Method and Apparatus for Accumulating and Distributing Data Items in a Packet Switching System  | Lenoski, Turner                              |
| 3/7/2000    | 09/520,299    | Distributing and Synchronizing a Representation of Time Between Components of a Packet Switching System   | Eatherton, Galles                            |
| 3/7/2000    | 09/520,683    | Route Scheduling of Packet Stream to Achieve Bounded Delay in a Packet Switching Systems  | Turner, Galles                               |
| 3/7/2000    | 09/519,721    | Method and Apparatus for Scheduling Packets Being Sent from a Component of a Packet Switching System  | Turner, Dittia                               |
| 3/7/2000    | 09/520,637    | Method and Apparatus for Pipeline Sorting of Ordered Streams of Data Items  | Galles                                       |
| 3/7/2000    | 09/520,685    | Method and Apparatus for Delaying Packets Being Sent from a Component of a Packet Switching System  | Gerrard, Peris, Turner, Dittia, Eatherton    |
| 3/7/2000    | 09/519,716    | Method and Apparatus for Reducing the Required Size of Sequence Numbers Used in Resequencing Packets  | Lenoski, Dittia, Fingerhut, Eatherton        |
| 3/7/2000    | 09,520,684    | Communications Interconnection Network With Distributed Rsequencing   | Turner, Dittia, Fingerhut                    |
| 3/7/2000    | 09/519,282    | Distributed Fault Indications and Maintaining and Using a Data Structure Indicating Faults to Route Traffic in a Packet Switching System          | Lenoski, Eatherton, Fingerhut, Turner        |
| 8/10/99     | 09/371,907    | Data Structure Using a Tree Bitmap and Method for Rapid Classification of data in a Database  | Eatherton, Dittia                            |

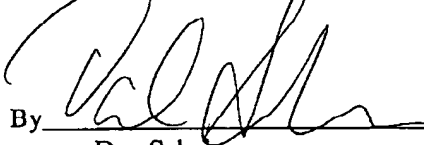
Cisco Technology, Inc.

EXPRESS DELEGATION OF AUTHORITY

Cisco Technology, Inc. ("Company") hereby delegates to ROBERT BARR, who is employed by Cisco Systems, Inc. as Worldwide Patent Counsel ("Deegee"), power and authority to execute and bind the Company in and to any power of attorney to a third party, revocation of power of attorney of a third party, or other like obligation, instrument or document that Deegee shall reasonably determine is in the interest of the Company, on behalf of the Company and in connection with any invention, patent application, patent, invention registration, inventor's certificate, or utility model of the Company pending in or issued by the United States Patent & Trademark Office or any patent granting agency of any nation. This delegation of authority is not and shall not be construed as a general power of attorney to Deegee nor as a power of attorney for Company to Deegee in any particular pending patent application.

Executed this 14<sup>th</sup> day of January, 2000, at San Jose, California.

CISCO TECHNOLOGY, INC.

By   
Dan Schellman

Assistant Secretary